

1 BILL NO. S-89-05- 12

2 SPECIAL ORDINANCE NO. S- 8589

3 AN ORDINANCE approving the Contract for
4 Garbage Service Zone 1 - (City Wide)
5 between WASTE MANAGEMENT OF FORT WAYNE
6 and the City of Fort Wayne, Indiana, in
connection with the Board of Public
7 Works and Safety.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the Contract for Garbage Service by
11 and between Waste Management of Fort Wayne and the City of
12 Fort Wayne, Indiana, in connection with the Board of Public
13 Works and Safety, for:

14 the contract for Garbage Service - Zone

15 1 - (City Wide);

16 the Contract price is \$36.85/ton - residential collection

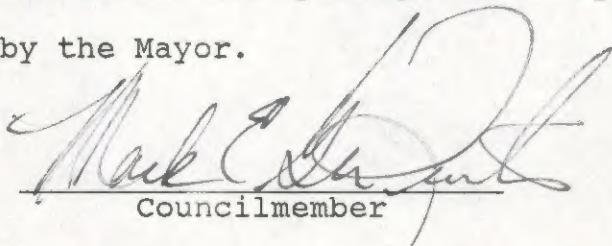
17 \$ 6.00/ton - residential disposal

18 \$36.85/ton - city facility collection

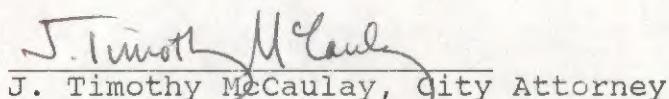
19 \$ 6.00/ton - city facility disposal

20 all as more particularly set forth in said Contract, which
21 is on file in the Office of the Board of Public Works and
22 Safety and, is by reference incorporated herein, made a part
23 hereof, and is hereby in all things ratified, confirmed and
24 approved. Two (2) copies of said Contract are on file with
25 the Office of the City Clerk and made available for public
26 inspection, according to law.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all
29 necessary approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Diazquita, seconded by Golino, and duly adopted, read the second time by title and referred to the Committee on Public Relations Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19_____, at _____ o'clock M., E.S.T.

DATED: 5-23-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Golino, and duly adopted, placed on its passage. PASSED EST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>6</u>		<u>1</u>	<u>2</u>
<u>BRADBURY</u>				<u>1</u>
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>1</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✗</u>		<u>✓</u>	
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-13-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-85-89
on the 13th day of June, 1989.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Marion S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of June, 1989, at the hour of 10:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of June, 1989, at the hour of 5:15 o'clock P.M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

CONTRACT

THIS CONTRACT, made and entered into this 17th day of May, 1989, by and between the City of Fort Wayne (hereinafter called the "City"), and Waste Management of Fort Wayne a division of Indiana Waste Systems, Inc. (hereinafter called the "Contractor").

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

- I. TERM. This contract shall take effect on August 1, 1989, and remain in full force and effect for five (5) years and five (5) months to December 31, 1994. The initial term of this contract may be extended for an additional one (1) year period, under the same terms and conditions as this, the initial contract, provided each party has received from the other a written expression of consent no less than ninety (90) days prior to the expiration of the initial term.
- II. SCOPE OF WORK. The Contractor, within the geographic area as described in Exhibit "A" attached hereto, shall furnish all personnel, labor, equipment, trucks and all other items

necessary to provide Refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the Contract Documents.

III. COMPONENT PARTS OF THE CONTRACT DOCUMENTS. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

- (1) The Request for Bids
- (2) The Instructions to Bidders
- (3) The Contractor's Proposal
- (4) The Contract Specifications
- (5) The Performance Bond or Letter of Credit
- (6) This Instrument
- (7) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

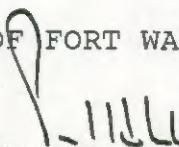
This Contract is intended to conform in all respects to applicable statutes of the State of Indiana, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IV. APPROVAL OF CONTRACT. This Contract, although accepted on behalf of the City by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City of Fort Wayne fail to approve the same within forty-five (45) days after the date hereof, this Contract shall become and be wholly void.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Fort Wayne, Indiana, as of this 17th day of May, 1989.

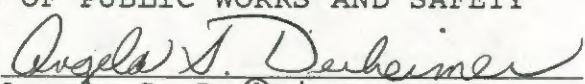
CITY OF FORT WAYNE, INDIANA

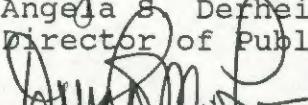
BY:


Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

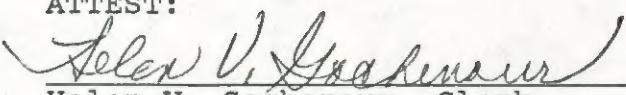
BY:


Angela S. Derheimer
Director of Public Works


Douglas M. Lehman
Director of Administration
and Finance


Michael McAlexander
Director of Public Safety

ATTEST:


Helen V. Gochenour, Clerk

Waste Management of Fort Wayne,
a division of Indiana Waste Systems, Inc.

Contractor,

BY:

Willie

, President

Donald M. Price

ATTEST:

Thomas J. Golec, Assistant Secretary
THOMAS J GOLEC

(IN) (SEAL)

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:
)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, personally appeared this 17th day of
May, 1989, Paul Helmke and also Angela S. Derheimer,
Douglas M. Lehman and Michael McAlexander and Helen V. Gochenour,
known to me to be the Mayor, the members of the Board of Public
Works and Safety and the Clerk of the Board of Public Works and
Safety respectively, of the City of Fort Wayne, Indiana,
acknowledged the foregoing agreement to be their voluntary act and
deed as such Mayor, members of the Board of Public Works and
Safety and the Clerk of the Board of Public Works and Safety of
the City of Fort Wayne and the voluntary act and deed of said
City.

WITNESS my hand and notary seal.

Carolyn S. Eschmann
Notary Public

My Commission Expires: 6-16-91

Resident of Allen County, Indiana.

APPROVED AS TO FORM
AND LEGALITY

David Boyer

ASSOCIATE CITY ATTORNEY

R. David Boyer, Associate City Attorney

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, personally appeared Donald R. Price
this 26th day of
April, 1989, known to me to be
the President of Indiana Waste Systems, Inc. and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc..
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as President.

WITNESS my hand and notary seal.

Carol R Shepherd
Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, personally appeared Thomas J. Golec
this 26th day of
April, 1989, known to me to be
the Assistant Secretary of
Indiana Waste Systems, Inc. and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc..
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as Assistant Secretary

WITNESS my hand and notary seal.

Carol R. Shepherd
Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.



SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA, SEATTLE, WASHINGTON 98185

Bond No. 5589806

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, WASTE MANAGEMENT OF FORT WAYNE, A DIVISION
OF INDIANA WASTE SYSTEMS, INC.

Fort Wayne, Indiana 46803

(hereinafter called the Principal), as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a corporation
duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly
bound unto CITY OF FORT WAYNE

Fort Wayne, Indiana 46803

, (hereinafter called the Obligee),
in the sum of Two-Million

----- (\$ 2,000,000.00 -----) Dollars, for the payment of which sum well and truly
to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of May, 1989.

WHEREAS, said Principal has entered into a Contract with said Obligee, dated May 17, 1989,
for refuse collection

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully
set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH. That if the above bounden Principal shall well
and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and
specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or
shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain
by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise
shall remain in full force and effect.

Notwithstanding anything contained in the
contract to the contrary, the liability of
the principal and surety under this bond
is limited to the original term of the
contract from August 1, 1989 to
December 31, 1994. Any extensions or renewals
of the referenced contract shall be covered
under this bond only when consented to in
writing by the surety.

COUNTERSIGNATURE:

A. J. Auda, Indiana Resident Agent

WASTE MANAGEMENT OF FORT WAYNE, A
DIVISION OF INDIANA WASTE SYSTEMS, INC.

Principal

By
Gregory T. Sangalis, Assistant Secretary
SAFECO INSURANCE COMPANY OF AMERICA

By
Linda Butler Attorney-in-Fact





POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9145

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

----DONALD S. HAUFE; JILL KARLS; KAREN E. BOGARD; LINDA BUTLER, Oak Brook, Illinois----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 10th day of March, 19 89.

J.W. CANNON, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

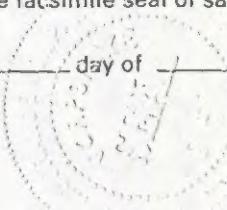
- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of May, 19 89.


Boh A. Dickey, SECRETARY

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of May 19 89, before me personally appeared
Linda Butler, known to me to be the Attorney-In-
Fact of SAFECO INSURANCE COMPANY OF AMERICA, the corporation that
executed the within instrument, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
office in the aforesaid county, the day and year in this certificate first above written.

OFFICIAL SEAL
DOLORES D. SAMPSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/92

Dolores D. Sampson
(Notary Public)

NOTICE OF AWARD

TO: WASTE MANAGEMENT OF FORT WAYNE
2220 BREMER ROAD
FORT WAYNE, INDIANA 46803

PROJECT DESCRIPTION: Contract for the collection and disposal of residential solid waste for ZONE 1 (entire city) of the City of Fort Wayne.

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated March 27 and April 3, 1989.

You are hereby notified that your BID has been accepted for items in the amount of: \$36.85/ton--residential collection
6.00/ton--residential disposal
36.85/ton--city facil. collection
6.00/ton--city facil. disposal

You are required to furnish Contractor's Performance and Guarantee Bond, Payment Bond and Certificate of Insurance within ten (10) calender days from the date of this notice to you.

If you fail to execute said AGREEMENT and to furnish said bonds within ten (10) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of May, 1989.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Title: _____

Compliance: _____

City of Fort Wayne
Board of Public
Works and Safety

City of Fort Wayne
Mayor

Award Date: 5-17-89

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE CONTRACT FOR GARBAGE SERVICE - ZONE 1 - CITY WODE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS & SAFETY

SYNOPSIS OF ORDINANCE CONTRACT FOR GARBAGE SERVICE - ZONE 1 CITY WIDE

WASTE MANAGEMENT OF FORT WAYNE, CONTRACTOR

S-89-05-12

EFFECT OF PASSAGE GARBAGE SERVICE - CITY WIDE

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$36.85/ton-residential collecti

\$6.00/ton-residential disposal; \$36.85/ton-city facility collection;

\$6.00/ton-city facility disposal

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-89-05-12

John
Will
13/13 89

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
BRADBURY, SCHMIDT, STIER

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the
Contract for Garbage Service Zone 1 - (City Wide) between
WASTE MANAGEMENT OF FORT WAYNE and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ARSTATIN

NO BEG

DATED: 6-13-89

Sandra E. Kennedy
City Clerk